

Note: All sections are required. Incomplete forms will be returned to department.

CHECK ONLY ONE BOX IF APPLICABLE:

**I. CONTRACT INFORMATION:**☐ ARRA Contract☐ ACA Contract

Agency/Department: AHS/ DVHA

Contract #: 18267

Amendment #: 3

Vendor Name: Connecticut River Transit (CRT)

VISION Vendor No: 126134

Vendor Address: 706 Rockingham Road, Rockingham VT 05101

Starting Date: 10/1/2010

Ending Date: 12/31/2011

Amendment Date: UPON EXECUTION

Summary of agreement or amendment: Amendment adds six months of funding for transportation services.

**II. FINANCIAL INFORMATION**

Maximum Payable: \$305,255 Prior Maximum: \$ 212,735 Prior Contract # (If Renewal):

Current Amendment: \$92,520 Cumulative amendments: \$ 166,475 % Cumulative Change: 119.96% 13.49%

Business Unit(s): 03410

VISION Account: 507600

**III. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?

☒ Yes ☐ No

Estimated Funding Split:	G-Fund	%	S-Fund	%	F-Fund	%	GC-Fund	100.00 %	Other	%

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☐ Standard bid or RFP ☐ Simplified Bid ☒ Sole Sourced ☐ Qualification Based Selection ☐ Statutory**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing  
☐ Information Technology ☐ Other, describe:**V. SUITABILITY FOR CONTRACT FOR SERVICE**☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll**VI. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)**VII. PRIOR APPROVALS REQUIRED OR REQUESTED**☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)☒ Yes ☐ No I request the Attorney General review this agreement as to form

No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)

☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)☒ Yes ☐ No Agreement must be approved by the Secretary of Administration**VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information:

7/14/11 Don Collins  
Date Agency / Department Head7/29/11 Patrick Flood  
Date Agency Secretary or Other Department Head (if required)7/22/11 [Signature]  
Date Approval by Attorney General

Date Approved by Commissioner of Human Resources

Date CIO (initial) Date CMO (initial)

Date Secretary of Administration

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State of Vermont  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
Williston VT 05495-2807  
www.dvha.vermont.gov

Agency of Human Services  
[Phone] 802-879-5900  
[Fax] 802-879-5651

## MEMORANDUM

**TO:** Jeb Spaulding; Secretary, Agency of Administration (AOA)

**FROM:** Lori Collins; Acting Commissioner, Department of Vermont Health Access (DVHA)

**THROUGH:** Douglas Racine; Secretary, Agency of Human Services (AHS) *pf for DK 7/29/11*

**DATE:** July 14<sup>th</sup>, 2011

**SUBJECT:** Approval for Sole-Source Contract for:  
Connecticut River Transit (Contract # 18267)  
Duration is: 10/01/10 – 12/31/11  
Value of Contract: \$212,735 Proposed Increase: \$92,520.00

DVHA seeks to follow up with its recent extension amendments with an amendment that adds additional funding to the contract. When the extension amendment was finalized, we incorrectly calculated that there was enough money remaining in each contract to fund an additional six months of work. In reality, we do not have enough funding available to continue our transportation contracts. We have instructed providers to hold off on invoicing DVHA as long as possible while the current amendments are in review.

The contractors raised an issue about the lack of additional funding close to the contract's end date of 6/30/11 (before extension), although it was too late to rectify the problem without the contract expiring. Contractors have signed their six month extensions without funding to continue to the working relationship, but in good faith that funding would be added in a new amendment.

The maximum contract amount was calculated to allow us to level-fund the six-month extension of the contract term. Using the current monthly invoice amount, we added six more months of funding. We also pro-rated the criminal background checks and Volunteer Recruitment and Retention funds for an additional six months.

This contract covers the administrative costs associated with the Non-Emergency Medicaid Transportation (NEMT) program for this broker. The administrative costs in this contract are identical to those paid in the previous fiscal year. Our performance measures have been working well, accruing savings for this program achieved through a decrease in utilization of the program. Utilization costs are paid as claims through the Medicaid Management Information System



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(MMIS). We will reduce utilization by identifying and correcting inefficiencies and fraudulent/wasteful utilization.

The funding for this contract will be covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.

AOA Approval: \_\_\_\_\_

**APPROVED**  
  
Secretary of Administration *Deputy*  
Date 02/05/11



**STATE OF VERMONT  
AMENDMENT TO CONTRACT FOR PERSONAL SERVICES  
Connecticut River Transit**



**Page 1 of 2  
Contract # 18267  
Amendment #3**

**AMENDMENT**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Connecticut River Transit (hereafter called the "Contractor") that the contract on the subject of Medicaid transportation services, effective October 1, 2010, is hereby amended effective upon execution by both parties, as follows:

**By deleting on page 1 of 6 in Amendment #1, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount:** In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$305,255

**By deleting on pages 4-6 of 6 in Amendment #1, Section 1 (Summary of Billable Services) and substituting in lieu thereof the following Section 1:**

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Administrative (General)	Monthly Administrative Fee	Payment for administrative services		\$210,825	
Volunteer Recruitment and Retention	Pass Through	Limited payment will be made to help offset volunteer mileage incurred for the unnecessary dispatch for Medicaid, under certain circumstances, at the current GSA rate plus \$2.94 per incident (a round trip) until the funds for this purpose are exhausted.	Line Item ("VRR") on Monthly Invoice	\$15,475	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
National Criminal Record Check	Pass Through	Per manual: see Attachment O	Line Item ("NCRC") on Monthly Invoice	\$3,333	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
Taxi: VCIC Checks	Pass Through	Per manual: see Attachment O	Line Item ("Taxi VCIC") on Monthly Invoice	\$1,667	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
<b>MAXIMUM UNDER THIS CONTRACT</b>				<b>\$305,255</b>	

**STATE OF VERMONT  
AMENDMENT TO CONTRACT FOR PERSONAL SERVICES  
Connecticut River Transit**

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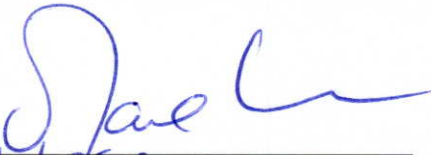
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DEPARTMENT OF VERMONT  
HEALTH ACCESS

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Contract # 18267  
Amendment #3

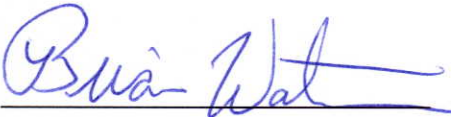
This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18267) dated October 1, 2010, shall remain unchanged and in full force and effect.

**STATE OF VERMONT  
Department of Vermont Health Access**

By:   
Lori Collins, Acting Commissioner

Date: 9.13.11

**CONTRACTOR  
Connecticut River Transit**

By: 

Date: 9/8/11